

**INTERGOVERNMENTAL AGREEMENT TO LEASE LAND TO THE BOARD  
OF EDUCATION AND FOR THE CONSTRUCTION AND USE OF FACILITIES  
(TARKINGTON ELEMENTARY SCHOOL AND MARQUETTE PARK)**

This INTERGOVERNMENTAL AGREEMENT TO LEASE LAND TO THE BOARD OF EDUCATION AND FOR THE CONSTRUCTION AND USE OF FACILITIES (TARKINGTON ELEMENTARY SCHOOL AND MARQUETTE PARK) (the "Agreement"), dated as of this 3rd day of January 2005, 2004 (the "Effective Date"), is entered into by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, having its principal offices at 125 South Clark Street, Chicago, Illinois 60603 and the Chicago Park District (the "Park District"), a municipal corporation, having its principal offices at 541 North Fairbanks, Chicago, Illinois 60611.

**RECITALS:**

A. The Park District owns the land and improvements located 3344 West 71<sup>st</sup> Street, Chicago, Illinois, legally described in Exhibit A, which is approximately 2.46 acres (the "Property"), which legally described Property is part of Marquette Park (the "Park").

B. The Board desires to demolish the Southwest Region Office located on the Property and construct the new three-story Tarkington Elementary School (the "School").

C. The development of the first floor plan of the School shall include, among other things, an entrance fronting Homan Avenue, as extended, vestibule, gymnasium, men and women toilets, and corridor (the "Shared Use Facilities").

D. The development of the first floor plan of the School shall also include replacement office space for the Park District's Southwest Region Office, which includes, among other things, club rooms, park offices, reception area, men and women lockers and shower facilities, conference room and storage areas (the "Exclusive Use Facilities").

E. The Board has agreed in connection with the development of the School to make certain improvements to the Park including a shared use parking lot, new playground, new athletic field and landscaping (the "Park Improvements").

F. The Park District has agreed to lease the Property to the Board or its designee in consideration of the construction of the School with the Shared Use Facilities, Exclusive Use Facilities and the Park Improvements on the terms provided in this Agreement.

G. The Park District is empowered to transfer real estate interests to other units of local government pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*

H. By Resolution adopted on July 14, 2004, the Board of Commissioners of the Park District approved the lease of the Property and authorized entering into an intergovernmental agreement for construction and use of the new facilities.

I. By Board Report No. 03-0914-0P08, dated September 24, 2003, the Board approved entering into an intergovernmental agreement with the Park District for the acceptance of an ownership or leasehold interest in the land necessary for the construction of the School and the shared use of the School's athletic facilities.

J. The parties have determined that it is in their best interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1 *et seq.*, in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

## SECTION I INCORPORATION OF RECITALS AND EXHIBITS

The recitations set forth above and exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as it set forth herein as agreements of the parties.

## SECTION II LEASE AND TERM

2.1 **Lease.** In consideration of the construction of the School with the Shared Use Facilities, Exclusive Use Facilities and Park Improvements for the benefit of the Park District, the Park District hereby leases to the Board and the Board accepts only the Property, legally described in Exhibit A, on the terms and conditions of this Agreement.

2.2 **Lease Term.** This Agreement shall commence on the Effective Date and shall end forty (40) years from the date a certificate of occupancy is issued for the School (the "Term"). In the event a certificate of occupancy is not issued by December 31, 2005, the Park District may terminate this Agreement and re-enter the Property. Provided the Board is not in default, the Term shall be extended automatically for three (3) successive forty (40) year periods (the "Renewal Term(s)") unless the Board notifies the Park District of its intention not to renew at least one hundred twenty (120) days prior to the commencement of the succeeding Renewal Term.

### SECTION III USE OF THE IMPROVEMENTS

3.1 **Usage of Exclusive Use Facilities.** Upon completion of the School, the Park District shall have the sole use and occupancy of the Exclusive Use Facilities, which will serve as the replacement of the Park District Southwest Region Office and field house. The Exclusive Use Facilities are more fully identified as Interior Program Area For Sole Use and Maintenance by Chicago Park District, on the Plat of Survey, page 2 of 2, dated January 20, 2004, prepared by EDI, on behalf of the Board and designated as Exhibit B attached hereto. The Park District and its participants shall not enter upon any of the other School facilities except for the Exclusive Use Facilities and the Shared Use Facilities (identified in Section 3.3 below) unless granted express permission by the School's principal.

3.2 **Rights Reserved to the District.** The Park District reserves the right to make every determination with regard to the use of the Exclusive Use Facilities in the best interests of the Park District. The Park District has the right to delegate any of its functions under this Agreement to private firms that assume the obligations of the Park District under this Agreement upon notice thereof to the Board. The Park District reserves the right to market and sell snack foods and beverages through vending machines controlled or operated by the Park District within the Exclusive Use Facilities.

3.3 **Usage of Shared Use Facilities.** Upon completion of the School, the Park District and the Board shall share the usage of the Shared Use Facilities. The Shared Use Facilities are more fully identified on Exhibit B as Interior Program Space for Shared Use and Maintenance by Chicago Park District and Chicago Public Schools. The Shared Use Facilities identified on Exhibit B shall include: (a) Entrance fronting Homan Avenue, as extended, (b) Vestibule, (c) Gymnasium, (d) Women's Toilet, (e) Men's Toilet, and (f) Corridor. By the start of each school year, but no later than September 1 of each year of this Agreement, the Principal of the School and the Supervisor of the Park shall meet and determine a mutual usage schedule for the upcoming school year, including the summer months, for the Shared Use Facilities (the "Annual Usage Schedule"). The Annual Usage Schedule shall also address the Board's usage, if any, of the athletic fields at the Park. Each party agrees to use its best efforts to arrive at an Annual Usage Schedule that meets the needs of the School and the Park. In the event the School Principal and the Park

Supervisor cannot agree on an Annual Usage Schedule, the Board's Chief Operating Officer and the Park District's General Superintendent shall determine the Annual Usage Schedule.

3.4 **Board's Use of the Park and Parking Lot.** The Board shall have the right to use the athletic fields at the Park only in accordance with the Annual Usage Schedule. So long as the Term and renewals thereof remain in effect and provided the Board is not in default under the terms of this Agreement, the Board shall have the right, in common with the Park District, to share the usage of the Park District's parking lot, approximately 198.66 feet by 264.03 feet, located on the southwest corner of the Property, and outlined on Exhibit C, attached.

3.5 **The Program.** The Annual Usage Schedule shall provide for the: (i.) Cooperative use, management, operation and programming of the Shared Use Facilities and Park Improvements; and (ii.) Supervision of programs of the Park District in the Shared Use Facilities or the activities of the Board on the athletic fields at the Park (collectively the "Program"). The Program will operate each year of this Agreement, beginning with each school year. At no time shall the activities of either party or user interfere with the activities of the other party or user during the Term or any Renewal Term. The parties agree to notify each other upon not less than thirty (30) days' advance, written notice and obtain the consent of the other part in the event of any disruptions or anticipated conflicts with the Program. For disruptions or anticipated conflicts in the Program due to scheduled major repairs or capital improvements, the Board shall give the Park District no less than one hundred twenty (120) days notice thereof and the parties shall in such time agree to reasonable accommodations to the Park District for any actual physical or temporal disruption of the Park District's Program. In the event the Park District plans any major reconfiguration or relocation of its athletic field (a feature of the Park Improvements), north of and adjacent to the School, the Park District shall give the Board not less than one hundred twenty (120) days notice thereof and the parties shall in such time agree to reasonable accommodations to the Board for any actual physical or temporal disruption of the Board's use of this athletic field at the Park.

3.6 **Legal Holidays.** The parties agree that the Shared Use Facilities may be open and available for use on legal holidays in accordance with the terms of the Annual Usage Schedule.

3.7 **Utilities.** The Board shall provide the following utilities for the new School: hot water, electricity, and gas. The Park District shall reimburse the Board on a *pro rata* basis for the Park District's share of such utilities for the Exclusive Use Facilities. The Board, at its own expense, agrees to provide conduits and adequate telephone connections for the Exclusive Use Facilities. The Park District shall be responsible for customary user fees charged by local telephone companies for telephone services within the Exclusive Use Facilities.

3.8. **Responsibility and Supervision of Programs.** Board programs at the School or the Park shall be administered and supervised by Board employees who shall

be present and responsible for the activities while any Board program is in actual operation. Park District programs at the School or the Park shall be administered and supervised by Park District employees (supervisors and instructors) who shall be present and responsible for the activities while any Park District program is in actual operation. The Park District shall not have any responsibility for transporting field equipment used in Board programs or events.

3.9 **Personal Property.** During the Term or any Renewal Term, neither party shall use the personal property of the other party without prior written consent. At the time of determining each Annual Usage Schedule, the parties shall also exchange a list of items of personal property that the other party may use in connection with its programs and consent shall be deemed given once such Annual Usage Schedule is finalized.

3.10. **Janitorial Services, Maintenance and Repairs.** During the Term or any Renewal Term, the Park District agrees to provide routine janitorial services, maintenance, and non-structural repairs, at its own risk and expense, to the Exclusive Use Facilities. The Board shall provide any and all structural repairs to the School (including the Exclusive Use Facilities) and shall also provide all routine janitorial services, maintenance and non-structural repairs, at its own expense, to the Shared Use Facilities. In the event the Board incurs additional janitorial and maintenance expense resulting from the Park District's use of the Shared Use Facilities, the Board's Chief Operating Officer and the Park District's General Superintendent will meet to establish an annual budget for such additional costs. Upon presentation of an invoice for such additional janitorial service, maintenance or non-structural repair, as agreed to by the parties, the Park District shall reimburse the Board up to an amount not to exceed the budget. The Park District, at its own cost, agrees to provide supplies, such as toilet paper and paper towels, used in connection with the Park District's use of the Exclusive Use Facilities and Shared Use Facilities. The Park District, at its own cost, may provide a dumpster for removal of trash and other debris generated by the Park District's use of the facilities.

3.11 **Security.** The Park District shall provide security, as customary for the Park, with the assistance of City of Chicago Police. The Park District shall provide such security measures, as it deems necessary, to properly manage and supervise the Park programs during the hours of operation of the Program. The Board shall have no obligation or duty to provide any security for the Park District during the hours of operation of the Program.

## SECTION IV PARK IMPROVEMENTS

4.1 **Park Improvements.** As consideration for this Agreement, the Board shall improve the Park with a shared use parking lot adjacent to the west end of the School Building, one (1) new playground, one (1) new athletic field, and a lighted walking path in the area adjacent to the School building making a connection to Redfield Drive in the Park. These Park Improvements shall be constructed in consultation and agreement with the Park District's authorized representative. The Park District may reject, at any time, any Park Improvements that are non-compliant with Park District standards.

4.2 **Maintenance of the Parking Lot.** The Board shall be responsible for the maintenance of the parking lot, including snow removal. Subject to appropriations, parking lot capital improvements, exceeding \$10,000.00 and having a useful life greater than one year, shall be determined by mutual agreement between the Board's Chief Operating Officer and the General Superintendent of the Park District.

## SECTION V INDEMNITIES

5.1 **The Board.** The Board shall undertake the following:

5.1.1. The Board shall save and hold harmless the Park District, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens (collectively, "Losses), arising directly or indirectly under this Agreement resulting from the conduct or management of the Program, or from the parties' activities under this Agreement, or from any work performed at the School or Park by the Board, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Park District.

5.1.2. The Board shall save and hold harmless the Park District, its officers, employees, agents, successors and assigns from any liability under the Illinois Structural Work Act, Illinois Workers' Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the Board, its officers, employees, agents, or contractors, except that when Board employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Park District, such persons will be considered Park District employees for the purpose of the Illinois

Structural Work Act, Illinois Workers' Compensation Act and Illinois Occupational Diseases Act.

5.2 **The Park District.** The Park District shall undertake the following:

5.2.1. The Park District shall save and hold harmless the Board, its officers, employees, agents, successors and assigns from and against any and all personal injuries (including death), property damages, losses, suits, costs, claims, damages, expenses, judgments, liabilities, or liens (collectively, "Losses"), arising directly or indirectly under this Agreement resulting from the conduct or management of the Program, or from the parties' activities under this Agreement, or from any work performed at the School or Park by the Park District, its officers, employees, agents, or contractors causing the Losses, unless the Losses result from the willful acts or omissions of the Board.

5.2.2. The Park District shall save and hold harmless the Board, its officers, employees, agents, successors, and assigns from any liability under the Illinois Structural Work Act, Illinois Workers' Compensation Act, or Illinois Occupational Diseases Act, arising directly or indirectly under this Agreement from the conduct or management of the Program or from anything whatsoever done in or about the Park or School by the Park District, its officers, employees, agents, or contractors, except that when Park District employees, agents, or contractors have been assigned to perform duties primarily for the benefit of the Board, such persons will be considered Board employees for the purpose of the Illinois Structural Work Act, Illinois Workers' Compensation Act and Illinois Occupational Diseases Act.

## SECTION VI CONSTRUCTION ACTIVITIES AT THE PARK

6.1 **Covenant to Build.** As consideration for the Property, leased to the Board at no fee, the Board shall construct the School with the Shared Use Facilities, the Exclusive Use Facilities and Park Improvements for the use and benefit of the Park District. The Board shall construct the School in accordance with the drawings, plans and specifications approved by the applicable City of Chicago agencies or departments having jurisdiction and in accordance to the terms and provisions of this Agreement, all in consultation and agreement with the Park District.

6.2 **Condition of the Property.** The Park District has made no representations or warranties as to the condition of the Property conveyed under this Agreement, and the Board has not relied upon any such representation or warranty in connection with its inspection or testing of the Property. The Board accepts the Property 'WHERE IS' and "AS IS."

6.3 **Restoration of the Park.** The Board shall restore and repair any damage to the Park to a condition that existed immediately prior to the construction activities on the Property. The Board will keep the Property and the Park free of any mechanic's or material men liens for work or services performed. The Board agrees not to allow any such liens to be filed against the Park at any time, and further agrees to indemnify and hold harmless the Park District from and against any and all such claims.

6.4 **Right of Entry.** Subject to the provisions of this Section VI, upon two (2) business day's prior notification, the Park District shall permit the Board, or its authorized or designated representatives or agents to enter on the Property, so long as any such entry does not unreasonably disturb the use of the Property or Park by the Park District and is made during reasonable business hours and so long as such entry is accompanied by a representative, agent or employee of the Park District, for the purpose of performing tests, environmental audits, engineering and marketing studies, surveys, and other inspections, studies and tests on the Property as the Board may reasonably deem necessary. The Board shall maintain and require any person or firm hired to perform such inspections and tests to maintain liability insurance, naming the Park District as an additional insured, in amounts and coverages reasonably acceptable to the Park District. The Property shall be kept free of any liens or encumbrances arising out of the work performed, materials supplied or obligations incurred by the Board or its contractor. The Property shall be restored to the same condition as existed immediately before such entry if such entry resulted in any damage. For purposes of this Section 6.4, the Park District authorized representative shall be the Region Manager, telephone number (312) 747-6736, and the Board authorized representative shall be Reyes Gonzalez, telephone number (773) 553-3192.

## SECTION VII NOTICES

7.1. **Notices to Parties.** Any notice, certificate or other communication provided under this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the Board:

Chief Operating Officer  
Board of Education of the City of Chicago  
125 South Clark Street, 16<sup>th</sup> Floor  
Chicago, Illinois 60603



Copy to:

Board of Education of the City of Chicago  
125 South Clark Street, 7<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: General Counsel

If to the Park District:

Chicago Park District  
541 North Fairbanks, 7<sup>th</sup> Floor  
Chicago, Illinois 60611  
Attention: General Superintendent

Copy to:

Chicago Park District  
541 North Fairbanks, 3<sup>rd</sup> Floor  
Chicago, Illinois 60611  
Attention: General Counsel

Notices by mail shall be deemed received by the parties three (3) days after mailing. Notices by hand delivery shall be deemed received with personally delivered.

7.2 **Changes.** The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

## SECTION VIII DEFAULT AND TERMINATION

8.1. **Event of Default.** Any of the following shall constitute an event of default ("Event of Default") under this Agreement:

8.1.1. The material violation or breach by the Board of any law, statute, rule regulation of any governmental or administrative agency having jurisdiction over the Board with respect to the construction activities authorized by this Agreement at the School or the Park and the continuation of such violation or breach for a period of thirty (30) days after such agency gives notice to the Board or Park District (or sooner if such violation or breach results in the initiation of enforcement proceedings against the Park District or gives rise to a hazardous or emergency situation at the Park or School).

8.1.2. The Board fails to complete the construction of the School.

8.1.3. The Board allows the School Principal to unilaterally modify or change the terms of the usage of the facilities to be constructed at the School for the benefit of the Park District or attempts to exclude the Park District from such facilities.

8.1.4. The Board or its contractor fails to comply with the terms provisions and conditions imposed by any right of entry agreement or permit issued by the Park District to the Board or its contractor for construction of the School.

8.1.5. The Board ceases to use the Property for instructional purposes for a period longer than 180 days.

8.1.6. A breach by the Board or the Park District of a material provision of this Agreement and said breach or violation continues for a period of ten (10) days after one party gives notice thereof to the other.

8.2 **Termination.** Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by notice thereof stating the effective date of termination. The indemnities contained in this Agreement shall survive any termination or expiration of this Agreement. A party shall not deem a termination an election of remedies. Each party reserves its remedies at law and equity. Nothing contained herein shall preclude the General Superintendent of the Park District and the Chief Executive Officer of the Board from resolving the Event of Default by means other than a termination of this Agreement.

## SECTION IX MISCELLANEOUS PROVISIONS

9.1. **Entire Agreement; Amendment.** Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior oral agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

9.2. **Conflict of Interest.** No member of the Board of Commissioners of the Park District nor any Board member, official or employee of the Board or the Park District shall have any financial or ownership interest, direct or indirect, in this Agreement; or shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any

corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the Board or the Park District shall be personally liable for the performance of the Board or the Park District pursuant to the terms and conditions of this Agreement.

9.3. **Mutual Assistance.** The parties agree to execute and deliver all documents, instruments and certificates, as may be necessary or appropriate to perform their obligations consistent with the terms and provisions of this Agreement.

9.4. **Disclaimer.** No provision of this Agreement, nor any act of any representative of the Board or the Park District shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Board or the Park District.

9.5. **Headings.** The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

9.6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9.7. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon the Board and the Park District. Except as provided in Section 3.2, none of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties.

9.8. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.9. **No Warranty.** The Park District hereby makes and has made no representations, statements, or warranties to the Board in, or in connection with this Agreement, or the Property or improvements thereon. The Board hereby makes and has made no representations, statements, or warranties to the Park District in or in connection with this Agreement, the Exclusive Use Facilities, the Shared Use Facilities or the Park Improvements.

9.10. **Force Majeure.** When a period of time is herein prescribed or a date is specified for action to be undertaken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time and such date shall be extended by, any delay due to strikes, riots, acts of God, shortages of labor or material, war, governmental laws, regulations or restrictions of any

other cause of any kind whatsoever which is beyond the reasonable control of that party. Subject to the preceding sentence, time is of the essence of every part of this Agreement.

9.11. **Inspections/Damage.** Representatives of the School and the Park shall jointly inspect each other's personal property prior to each day's use. If major damage results from the use by the Park District of the Board's property, the cost of repair of such major damage shall be borne by the Park District, and shall be paid within thirty (30) days of invoice. If major damage results from the use by the Board of the Park District's property, the cost of such major damage shall be borne by the Board, and shall be paid within thirty (30) days of invoice. In the event of rain or severe weather, the Board shall consult with the Park District prior to the use of any athletic field and shall abide by the Park District's decision as to whether an athletic field may be used. For purposes of this paragraph, the term "major damage" means damage of any kind beyond ordinary wear and tear excepted for the particular property when used for the purposes for which it was designed and excludes capital improvements exceeding \$10,000.00, having a useful life greater than one year.

9.12. **Designated Representatives.** The parties hereby designate the Park District's General Superintendent and the Board's Chief Operating Officer as the authorized representatives to audit and coordinate any issues of interpretation and application of this Agreement relating to programming, staffing, use and maintenance of the facility to be constructed hereunder at the Park and shall meet, at least annually, during the Term or any Renewal Term of this Agreement to assess the programs and related issues under this Agreement. The Park District hereby designates its assigned Capital Construction Project Manager, as the authorized representative responsible for the planning, design development and inspections affecting the Park District and related to the construction and completion of the project. The Board hereby designates its assigned Construction Manager for the project as the authorized representative responsible for the planning, design development and inspections affecting the Board and related to the construction and completion of the project.

9.13. **Conflicts.** This Agreement shall not be legally binding on the Park District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105. This Agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restrict the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or termination for their terms of office.

9.14. **Ethics.** The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, is hereby incorporated and made a part of this Agreement. The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, is hereby incorporated and made a part of this Agreement.

9.15. **Contingent Liability.** Any expenditure beyond the current fiscal year is deemed a contingent liability subject to appropriation in the subsequent fiscal year budget(s).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**BOARD OF EDUCATION OF  
THE CITY OF CHICAGO**

By: Michael W. Scott  
Michael W. Scott  
President

Attest:

By: Estela G. Beltran  
Estela G. Beltran, Secretary

**CHICAGO PARK DISTRICT**

By: Timothy J. Mitchell  
Timothy J. Mitchell  
General Superintendent

Attest:

By: Darlene Lesniak  
Darlene Lesniak, Secretary

Board Report No.: 03-0924-028  
(04-0128-ARI-3; 04-0334-ARI-3; 04-0526-ARI-2;  
04-0728-ARI-2; 04-0922-ARI-2; and, 04-1117-ARI-2)

Approved as to Legal Form: ffw

Ruth Moscovitch  
Ruth Moscovitch, General Counsel

**EXHIBIT A**

**THE PROPERTY**

**LEGAL DESCRIPTION**

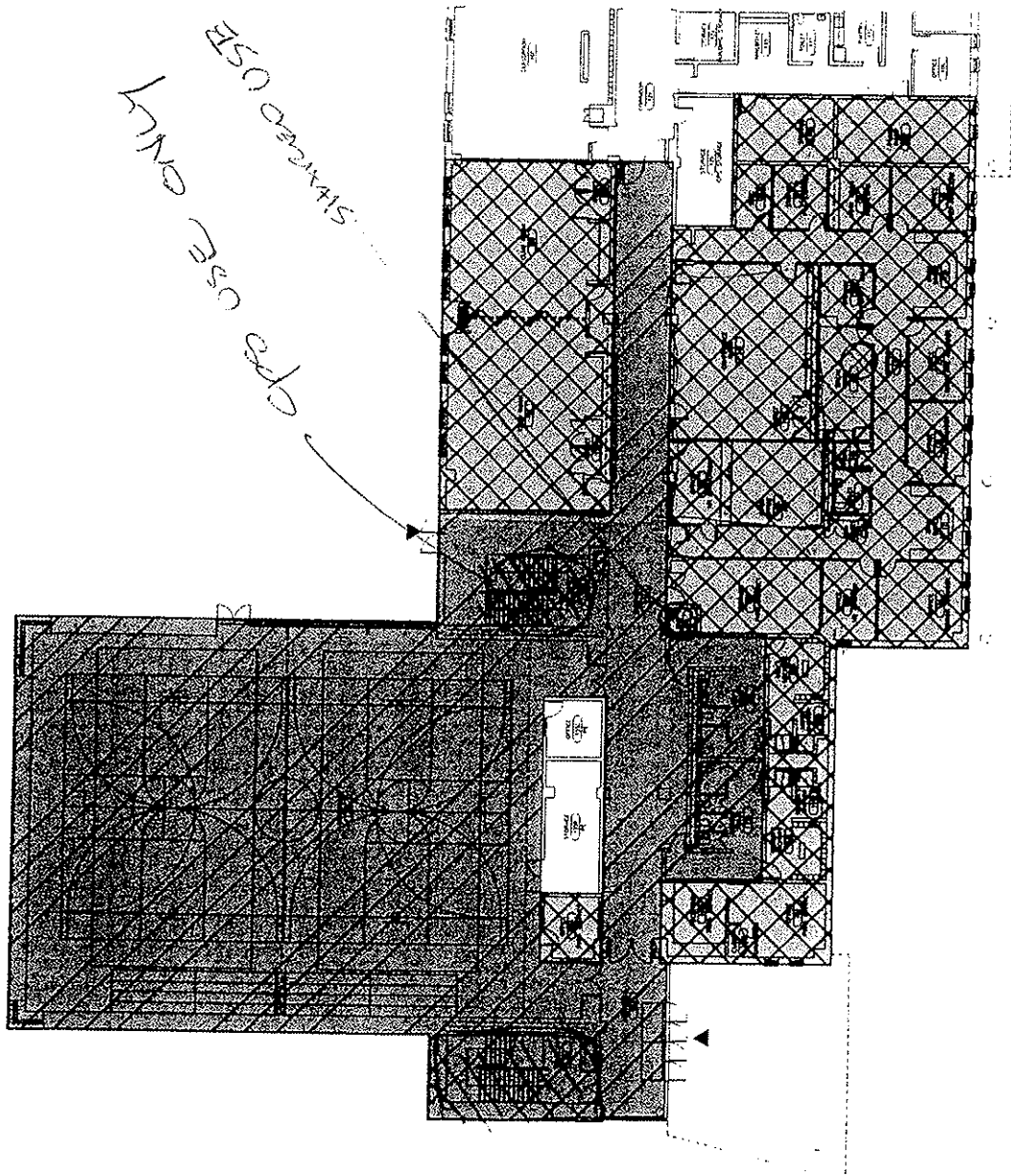
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 23; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 23 A DISTANCE OF 45.18 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST 71<sup>ST</sup> STREET AS OCCUPIED AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 222.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 113.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 71.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 544.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 150.50 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF WEST 71<sup>ST</sup> STREET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE 658.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.46 ACRES (107,144 SQ. FT.), MORE OR LESS.

**EXHIBIT B**



**SITE PLAN  
INDICATING EXCLUSIVE USE FACILITIES  
AND SHARED USE FACILITIES**

(ON DIAGRAM THAT FOLLOWS)



*ops use only*  
*shared use*

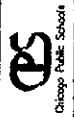
**LEGEND**

-  INTERIOR PROGRAM AREA FOR SOLE USE AND MAINTENANCE BY CHICAGO PARK DISTRICT
-  INTERIOR PROGRAM AREA FOR SHARED USE BY CHICAGO PARK DISTRICT AND CHICAGO PUBLIC SCHOOLS



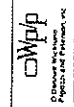
INTER-GOVERNMENTAL EXHIBIT

MARKINGTON ELEMENTARY SCHOOL  
 CHICAGO PUBLIC SCHOOLS  
 CAPITAL PROGRAM  
 CITY OF CHICAGO, MAYOR RICHARD M. DALY



CHICAGO PUBLIC SCHOOLS  
 1200 S. MICHIGAN AVE.  
 CHICAGO, IL 60605

CHICAGO PUBLIC SCHOOLS  
 1200 S. MICHIGAN AVE.  
 CHICAGO, IL 60605



INTER-GOVERNMENTAL AGREEMENT  
 10.1.01  
 OCTOBER 28, 2003  
 03/24/02 50  
 IGA.2



**EXHIBIT C**

**PARKING LOT**

(ON DIAGRAMS THAT FOLLOW)